

5/11/12

viewer (1929x2496)

Game Guide LLC Membership Agreement

THIS CONTRACT dated 9 March 2012.

BETWEEN:

Game Guide LLC (to be formed later)
(the "Company")

OF THE FIRST PART

- AND -

Brandon Keating

OF THE SECOND PART

BACKGROUND:

- A. Achievement Guide is of the opinion that Brandon Keating has the necessary qualifications, experience and abilities to assist and benefit the Company in its business and operation.
- B. Company desires to work with Brandon Keating and agrees to accept and enter upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:



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1. Guaranteed to Company

1. 1. A payment of 1500\$ which will be directly going towards funding a trip to E3.
2. Brandon Keating will act as an advisor to Company.

2. Guaranteed to Brandon Keating

1. 30% ownership of the Company, which includes 30% of all revenue earned directly or indirectly related to the operation of Company.
2. 1500\$ paid back to you within 90 days of entering the agreement.
3. Brandon Keating will own 30% of the stock and interest of the Company, and will have the right to make decisions, if he decides to, on how the company operates and grows. If there is ever a disagreement, the company will hold a vote, and Brandon Keating's vote will count as 30% of the overall vote count.
4. Marko Princip and Jon Brandt will make the operation and growth of Company their main priority for a period of 24 months, effective immediately. Any other Youtube Channel, sponsorship or project, with the exception of

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TEAMCOLE, will be considered directly related to Company.

3. If Company ever goes IPO (initial public offering), Brandon Keating will be entitled to 10% of total stock of company. 100% of this stock will vest immediately upon execution of this agreement, and Brandon Keating will decide at a later date whether this stock will be considered non-qualified stock options, or incentive stock options.
6. When the LLC is formed and registered for Company, Brandon Keating will be registered as 10% owner.

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1. EDWARD BRANDT print name
Parent of Jon Brandt/dated